

IMPORTANT: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CONTINUING WITH THIS ORDER.

This License Agreement (“**Agreement**”) is a legal agreement between the individual or entity entering this Agreement (“**Customer**” or “**you**”) and **Lumina SAAS Operations, LLC**, a Florida limited liability company with its principal place of business at 101 East Kennedy Boulevard, Suite 4110, Tampa, Florida 33602 (“**Lumina**”), for the use of the Software. By clicking “I AGREE” below, downloading, and/or using the Software, you agree to be bound by the terms of this Agreement. This Agreement supersedes any prior proposal, representation, understanding, or agreement between you and Lumina with respect to your use of the Software. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD OR USE THE SOFTWARE.** Lumina and Customer may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties.**”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As used herein, the following terms shall have the respective meanings set forth below:

“**Administrator**” means the individual(s) appointed by Customer to oversee use of the Software by Customer’s Users.

“**Customer Data**” means all electronic data or information generated by Customer using the Software.

“**IP Rights**” means all intellectual property rights, including, but not limited to, copyrights, patent rights, trade secret rights, trademark rights, and other similar property rights.

“**Results**” means the summary of the training/testing parameters, size and description of datasets used, and accuracies obtained in a training or inference session.

“**Models**” means a representation of a function, logic, or knowledge in an AI solution that processes input data to generate output data.

“**Random Contrast Learning (“RCL” or “PrismRCL” or “RCLC”)**” refers to Lumina’s proprietary algorithms, used for machine learning.

“**Software**” means any versions of Lumina’s Random Contrast Learning (“RCL” or “PrismRCL” or RCLC”) software in executable form, and any corrections, updates, and new versions of such software, along with any operating instructions for the Software, as the same may be revised by Lumina from time to time, that may be furnished to Customer under this Agreement.

“**User**” means Customer and Customer’s employees, contractors, agents, and representatives who are authorized to use the Software.

2. License Rights.

2.1 License. Subject to the terms, conditions, and restrictions set forth in this Agreement (including, but not limited to, the restrictions in Sections 2.2 and 2.3), including without limitation Customer’s timely advance payment of license and other fees as set forth in this Agreement, Lumina hereby grants to Customer and its authorized Users, for the term of this Agreement, and subject to all IP Rights owned or otherwise assertable by Lumina, a non-exclusive, non-transferable, limited, and restricted right and license to use the Software for Customer’s internal business purposes only.

2.2 No Implied License. Customer acknowledges and agrees that this Agreement shall in no way be construed to provide to Customer or its authorized Users any express or implied license to:

- (i) copy, reproduce, modify, change, alter, translate, improve, prepare derivative works based on, decompile, disassemble, reverse engineer, sell, rent, lease, distribute, sublicense, publish, or otherwise transfer its right to use the Software; or
- (ii) use the Software in any outsourcing, time sharing, service bureau, or other similar enterprise; or
- (iii) use the Software other than as expressly set forth in Section 2.1;

and Customer expressly agrees not to take any of the foregoing actions. All rights not expressly granted under this Agreement are reserved to Lumina.

2.3 Restrictions on Use of Software. Customer agrees to use the Software only for lawful purposes. Customer will not engage in any conduct involving the Software that would constitute a criminal offense or give rise to civil liability under any United States or foreign federal, state, local, or other law, rule, regulation, treaty, or convention, or that would in any way compromise the national security of the United States or any other nation. Customer will be responsible for any wrongful or unlawful acts or omissions of its Users with respect to the Software, and shall have sole responsibility for notifying its Users of the terms, conditions, and restrictions contained in this Agreement and for securing their agreement to be bound by the same. Use of the Software is also subject to Lumina's privacy policy, available through its website at <https://lumina247.com/privacy-policy/>

3. Provision and Use of the Software.

3.1 Installation and Maintenance of the Software. Promptly after the execution of this Agreement, Lumina will make the Software available for Customer to download. Thereafter, as corrections, updates, and new versions of the Software are released by Lumina, Lumina will make the same available to Customer to download. Customer will at all times use the most current version of the Software made available to Customer by Lumina, and upon installation Customer's right and license to use any prior versions of the Software shall automatically terminate.

3.2 Access to Server(s) and Software. In order to permit Lumina to fulfill its maintenance functions with respect to, protect its rights in, and exercise its rights under this Agreement and IP Rights with respect to the Software, Customer shall allow Lumina remote access, and upon reasonable advance notice physical access, to its server(s) or computer(s) and the Software as needed by Lumina while the Software is in Customer's possession. Customer shall provide and maintain the sufficient bandwidth to its servers or computers to permit Lumina to remotely access and maintain the Software. Lumina shall be the exclusive "system administrator" with respect to the Software. Customer shall provide Lumina with reasonable advance written notice of any expected unavailability, and prompt notice of any unexpected unavailability, of its servers or computers.

3.3 Quality of the Software. During the term of this Agreement, (i) the Software shall perform substantially in accordance with Lumina's operating instructions, as the same may be revised by Lumina from time to time, and (ii) the functionality of the Software will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of a license to use the Software is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public statements made by Lumina with respect to future functionality or features.

3.4 Lumina Responsibilities. Lumina shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit, or disclose to any party other than Customer the Customer Data; and (ii) provide telephone and/or online support to Customer's Certified Support Specialists/Users during normal business hours.

3.5 Customer Responsibilities. Customer will be responsible for procuring and maintaining, at its own expense, all hardware, software, licenses, backups, scaling, memory, and disk storage plans and execution, communication equipment, access service, access lines, and Internet and/or intranet connectivity necessary for Customer to use the Software. Customer acknowledges and agrees that such requirements may change over time and that it will need to maintain a hardware, software, and communications environment that will support the Software. Lumina will consult with Customer and make recommendations on request as to such requirements. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii)

use commercially reasonable efforts to prevent unauthorized access to or use of the Software; (iii) procure in advance all necessary consents and authorizations from all individuals whose names and/or other personally identifiable data (PII) are to be utilized by Customer in connection with its use of the Software; and (iv) comply with all applicable United States or foreign federal, state, local, or other laws, rules, regulations, treaties, and conventions in connection with its use of the Software, including, but not limited to, the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*), Financial Services Modernization Act (15 U.S.C. § 6801 *et seq.*), Health Insurance Portability and Accountability Act (42 U.S.C. § 1301 *et seq.*), Fair Credit Reporting Act (15 U.S.C. § 1681), Right to Financial Privacy Act, and General Data Protection Regulation(Regulation EU 2016/679).

Customer shall at all times be solely responsible for maintaining and securing its systems, including Customer's information technology infrastructure, computers, software, databases, and networks, whether operated directly by Customer or through the use of third-party services. Without limiting the foregoing, Customer shall remain solely responsible for legal compliance of any integrated use of the Software with Customer's systems, including the security of Customer's data transmission portals for any reports issued from the Software, as well as all access credentials associated with third-party use of Customer's systems. Customer shall solely control the content and use of Customer's systems. Customer shall be responsible for entering into binding end-user agreements that comply in all respects with, and are at least as restrictive as, this Agreement. Customer assumes sole liability as to its systems' interactions with all Users.

Customer knowingly and voluntarily agrees to defend, indemnify, and hold harmless Lumina, its members, managers, directors, officers, employees, agents, representatives, successors, and assigns from and against all claims, losses, damages, judgments, and costs (including reasonable attorneys' fees) arising out of Customer's or its Users' failure to comply with this Section 3.5 or any applicable United States or foreign federal, state, local, or other laws, rules, regulations, treaties, and conventions.

3.6 Use Guidelines. Customer and its Users shall use the Software solely for Customer's internal business purposes as contemplated by this Agreement and shall not: (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (ii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iii) interfere with or disrupt, damage, or impair the integrity or performance of the Software; (iv) remove, delete, obscure, or alter any trademarks, disclaimers, or proprietary notices from any materials included with the Software; (v) access or use the Software to conduct any competitive analysis of the Software or develop a competing product or service or otherwise to Lumina's commercial disadvantage; (vi) use the Software to send unsolicited bulk mail, junk mail, spam, or other forms of duplicative or unsolicited messages or other fraudulent activity; (vii) use the Software to store or upload any sensitive personally identifiable information or personal health information, as that term is defined by the Health Insurance Portability and Accountability Act; or (viii) bypass or breach any security device or protection used by the Software or attempt to gain unauthorized access to the Software or source code for the Software.

Customer will not use the Software to make any phone call or send any email or text message that does not comply with CAN-SPAM, the Telephone Consumer Protection Act, or any other applicable federal or state law. Customer is solely responsible for ensuring that telephone calls made or email or text messages sent using information obtained through use of the Software are in compliance with CAN-SPAM, the Telephone Consumer Protection Act, or all other applicable federal or state laws.

Customer and its Users shall not send or upload using the Software any information that is protected from disclosure by applicable law and for which Customer does not have the legal right to associate with the Software. Customer and its Users shall use Lumina's designated data transfer protocols only and will not send Customer Data via e-mail or other unauthorized transmissions, except as approved in writing by Lumina. Customer knowingly and voluntarily agrees to defend, indemnify, and hold harmless Lumina, its members, managers, directors, officers, employees, agents, representatives, successors, and assigns from and against all claims, losses, damages, violations, judgments, penalties, and costs (including reasonable attorneys' fees) arising out Customer's or its Users' violation of this Section 3.6.

3.7 GDPR Compliance. Customer and its Users shall not provide any "Personal Data" regarding individuals located in the European Union or a jurisdiction that is subject to Regulation EU 2016/679 ("GDPR") to Lumina or

through the Software. “**Personal Data**” under the GDPR means any information relating to an identified or identifiable natural person (“**data subject**”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that person. In the event Customer or its Users provide Lumina with Personal Data relating to a data subject that is located in the European Union or a jurisdiction that is subject to the GDPR (“**GDPR data**”), Customer will immediately notify Lumina in writing by contacting Privacy@Lumina247.com. Customer shall be deemed to be the data controller for all such Personal Data at all times. Customer knowingly and voluntarily agrees to defend, indemnify, and hold harmless Lumina, its members, managers, directors, officers, employees, agents, representatives, successors, and assigns from and against all claims, losses, damages, violations, judgments, penalties, and costs (including reasonable attorneys’ fees) arising out of or in relation to the GDPR data that Customer or its Users provide to Lumina and any violation of the GDPR.

3.8 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within Lumina’s website, offer products and services related to the Software, that work in conjunction with the Software, such as by exchanging data with the Software or by offering additional functionality within the user interface of the Software through use of the Software’s application programming interface. Lumina does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Lumina as “certified,” “validated,” or otherwise. Any exchange of data or other interaction between Customer or its Users and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Software) may be offered by Lumina to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer or its Users’ use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement.

3.9 Export Control. Customer shall not, unless it has obtained all necessary legal permissions, export or otherwise disclose any technology or software accessed as part of the Software to any destination or to any foreign national that is prohibited by the United States government. Further, Customer and its Users shall not access or use the Software if Customer or its User is located in any jurisdiction or territory in which the provision of the Software is prohibited under United States or other applicable law, rule, regulation, treaty, or convention. Customer warrants that Customer and its Users are not named on any United States government list of persons prohibited from receiving United States exports or transacting with a United States person, and that Customer and its Users are not a national of, or a company registered in, any jurisdiction prohibited by United States export laws.

4. Fees and Payment.

4.1 User Fees. Customer shall pay all fees agreed to be paid in connection with its right and license to use the Software.

4.2 Professional Services. In addition to fees under Section 4.1, Customer may, from time to time, request professional services from Lumina. These services will be billed by Lumina to Customer at Lumina’s then prevailing rates and terms.

4.3 Invoicing and Payment. Fees for the Software and other professional services will be paid in advance. All payments made under this Agreement shall be in United States Dollars.

4.4 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Lumina’s discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.5 Suspension of Use. If Customer’s account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute) and such default has not been cured within ten (10) business days after

written notice from Lumina to Customer, in addition to any of its other rights or remedies, Lumina reserves the right to remotely disable the Software, without liability to Customer, until such amounts are paid in full.

4.6 Taxes. Unless otherwise stated, Lumina’s fees do not include any local, state, federal, or foreign taxes, levies, or duties of any nature (“**Taxes**”). Customer is responsible for paying all Taxes, excluding only taxes based on Lumina’s income. If Lumina has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Lumina with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.7 Billing and Contact Information. Customer shall maintain complete and accurate billing and contact information for the Software at all times.

5. Proprietary Rights.

5.1 Reservation of Rights. Customer acknowledges that in providing the Software, Lumina utilizes (i) the Lumina name, the Lumina logo, the domain name, the product and service names associated with the Software, including, but not limited to, PrismRCL, and other trademarks and service marks; (ii) certain audio and visual information, documents, software, and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, databases, know-how and other trade secrets, techniques, designs, invention, and other tangible or intangible technical material or information (collectively, “**Lumina Technology**”) and that the Lumina Technology is covered by IP Rights owned or licensed by Lumina IP, LLC (collectively, “**Lumina IP Rights**”). Customer acknowledges and agrees that the Lumina IP Rights belong to Lumina IP, LLC and that other than as expressly set forth in this Agreement, no license or other rights in or to the Lumina Technology or Lumina IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved. Upon expiration or earlier termination of this Agreement, Customer shall retain no rights of any nature with respect to the Software, the Lumina Technology, or the Lumina IP Rights. All rights, title, and interest in and to the Lumina IP Rights will remain with Lumina exclusively at all times.

5.2 Improvements and Resultant Data. Lumina shall also own all improvements to and derivatives of the Lumina Technology and Lumina IP Rights, whether or not arising out of data that Customer or its Users provide to Lumina when using the Software. Lumina shall at all times be the sole and exclusive owner of any and all IP Rights created by Lumina for purposes of this engagement, including, but not limited to, creation of all integration components, ecosystems, databases, and other technology and services created through activities of Lumina. Customer grants to Lumina a limited, worldwide license to use, host, store, reproduce, modify, and create derivative works from any Customer Data either uploaded to the Software by Customer and Users and or created by Customer and Users.

5.3 Suggestions. Throughout the term of this Agreement, Customer shall communicate to Lumina in writing any and all modifications, changes, or improvements to the Software suggested by any person or entity to Customer, and all significant errors or incompatibilities experienced by Customer while using the Software. Customer agrees that any and all information, inventions, discoveries, or other matters communicated to Lumina under this Section 5.3 shall be deemed to be the property of Lumina, and Customer agrees to execute and deliver to Lumina, at Lumina’s request, any further documentation necessary to effectuate ownership of such information, inventions, discoveries, and other matters by Lumina.

5.4 Notice to United States Government End Users. If the United States federal government is the ultimate user or recipient of the benefits of the Software, the following provision applies: Government technical data and software rights related to the Software include only those limited and restricted rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Lumina to determine whether there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

5.5 Customer Data. As between Lumina and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Lumina may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems, at Customer's request, or for training purposes. Upon expiration or earlier termination of this Agreement, Lumina shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Search results, the Software, the Lumina Technology, software source code and specifications, algorithms, business and marketing plans, technology, and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) is known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement without the Disclosing Party's prior written permission.

6.3 Protection. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in violation of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek preliminary and permanent injunctive relief, without bond, to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies at law are inadequate.

6.6 Publicity. Neither Party may issue press releases relating to this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Customer grants to Lumina a limited, royalty free, non-exclusive, revocable, non-sublicensable, and non-transferable license to use such Customer names, logos, trademarks, and/or service marks (the "**Customer Trademark(s)**") to identify Customer as a Customer of Lumina in Lumina's marketing and sales materials. Following expiration or earlier termination of this Agreement, Lumina's right to use any Customer Trademark(s) will terminate and any and all uses of a Customer Trademark by Lumina must cease immediately. Lumina will not manufacture, sell, distribute (for free or otherwise), or license the manufacture and/or sale of, any promotional or other merchandise that bears Customer Trademark(s). Lumina agrees that it will not own, nor claim any ownership in or to, the Customer Trademark(s). Lumina recognizes the great value of the publicity and goodwill associated with the Customer Trademark(s) and, in such connection, acknowledges that such goodwill belongs exclusively to Customer. Customer represents and warrants that it has the authority to grant the license above and that Lumina's use of Customer Trademark(s) in compliance with this Agreement will not infringe upon any third-party rights.

7. Warranties and Disclaimers.

7.1 Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. Lumina represents and warrants that (i) it owns or otherwise has sufficient rights to permit Customer and its Users to use the Software; and (ii) the Software and Lumina Technology, as provided by Lumina, do not infringe the IP Rights of any third party. Customer represents and warrants that it holds the necessary legal rights to use the Software and Customer Data, without misappropriation or violation of the privacy or other rights of third parties.

7.2 Disclaimer. The representations and warranties made by Lumina in this Agreement are made solely to Customer. Except as otherwise provided in this Agreement, Lumina provides, and Customer accepts, the Software in “AS-IS” CONDITION AND “WITH ALL FAULTS”; and

TO THE FULLEST EXTENT PERMITTED BY LAW, LUMINA, ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE LUMINA WEBSITE, THE SOFTWARE, AND CUSTOMER’S AND ITS USERS’ USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

LUMINA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARE OR SOFTWARE CONTENT, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER’S AND ITS USERS’ USE OF THE SOFTWARE, (C) ANY UNAUTHORIZED ACCESS OR USE OF THE SOFTWARE AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION, (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SOFTWARE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN THE SOFTWARE OR ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR SOFTWARE.

AS WITH THE PURCHASE OF A PRODUCT OR SOFTWARE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, CUSTOMER SHOULD USE ITS BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD LUMINA, ITS SUBSIDIARIES AND AFFILIATES, AND ITS AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST, ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CUSTOMER’S USE OF THE SOFTWARE, AND/OR ARISING FROM A BREACH OF THIS AGREEMENT, AND/OR ANY BREACH OF CUSTOMER’S REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE FOREGOING, LUMINA RESERVES THE RIGHT, AT CUSTOMER’S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH CUSTOMER IS REQUIRED TO INDEMNIFY LUMINA, AND CUSTOMER AGREES TO COOPERATE, AT CUSTOMER’S EXPENSE, WITH LUMINA’S DEFENSE OF SUCH CLAIMS. LUMINA WILL USE REASONABLE EFFORTS TO NOTIFY CUSTOMER OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

LUMINA AGREES TO DEFEND, INDEMNIFY AND HOLD CUSTOMER AND ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES,

HARMLESS FROM AND AGAINST, ANY LOSS, DAMAGE, LIABILITY, CLAIM, OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF LUMINA'S FRAUD OR INTENTIONAL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, CUSTOMER RESERVES THE RIGHT, AT CUSTOMER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH LUMINA IS REQUIRED TO INDEMNIFY CUSTOMER, AND LUMINA AGREES TO COOPERATE, AT LUMINA'S EXPENSE, WITH CUSTOMER'S DEFENSE OF SUCH CLAIMS. CUSTOMER WILL USE REASONABLE EFFORTS TO NOTIFY LUMINA OF ANY SUCH CLAIM, ACTION, OR PROCEEDING WHICH IS SUBJECT TO THIS INDEMNIFICATION UPON BECOMING AWARE OF IT.

9. Limitation of Liability.

9.1 Limitation of Liability. IN NO EVENT SHALL LUMINA OR ITS MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, LOSS OF DATA, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER DAMAGES ARISING FROM CUSTOMER'S USE OF THE SOFTWARE, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LUMINA'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY CUSTOMER TO LUMINA FOR THE SOFTWARE DURING THE PERIOD OF THIRTY DAYS PRIOR TO ANY CAUSE OF ACTION ARISING.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE RISK UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE LICENSE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF LUMINA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. LUMINA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHT AND LICENSE TO USE THE SOFTWARE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO CUSTOMER, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO CUSTOMER, AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS. HOWEVER, IN SUCH JURISDICTIONS, LUMINA'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

9.2 Limitation of Action. Except for actions for non-payment or breach of either Party's IP rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action has accrued.

10. Term and Termination.

10.1 Term of Agreement. This Agreement will commence on the Effective Date and will continue for the term agreed to by Lumina and Customer. Customer shall be liable to Lumina for any fees incurred prior to the termination of this Agreement.

10.2 Termination for Cause. Either Party may terminate this Agreement immediately on written notice to the other Party if the other Party (i) is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of written notice of such breach by the non-breaching Party, or (ii) becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of any bankruptcy, reorganization, or arrangement proceeding, or defaults in any obligation, which default would foreclose such Party from exercising its rights or prevent it from paying its obligations under this Agreement. Lumina may terminate this agreement for cause if Customer (i) fails to make payment for services as agreed to by the parties (ii) Customer breaches Lumina's Terms of Service (iii) Customer allows non licensed users access and use to and of the software.

10.3 Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes. The following provisions shall survive the expiration or earlier termination of this Agreement: Sections 1, 4, 5, 6, 7, 8, 9, 10, and 11, and Customer's indemnity obligations in Section 3.

11. General Provisions.

11.1 Relationship of the Parties. The Parties shall at all times act as independent contractors and licensor/licensee. Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties, nor shall any Party be deemed the employee, agent, or representative of the other. Neither Party shall have any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever on behalf or in the name of the other, or to bind the other in any manner whatsoever. Neither Party shall hold itself out contrary to the provisions of this Section.

11.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. The Software, results of use of the Software, and any information furnished to or procured by Customer by or through the Software is solely for the benefit of Customer, and no third party is entitled to rely on the same.

11.3 Notices. Any notice or other communication which is required or permitted under this Agreement shall be in writing and shall be deemed to have been given, delivered, or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) on the date sent if delivered personally or by e-mail, cable, telecopy, telegram, telex, or facsimile (which is confirmed), or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with a nationally recognized overnight courier service (such as by way of example, but not limitation, U.S. Express Mail, Federal Express, or DHL), to the Parties at the addresses first above stated (or at such other address for a Party as shall be specified by like notice).

11.4 Waiver. No failure or delay on the part of either Party in exercising any right or remedy with respect to a breach of this Agreement by the other Party shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by the breaching Party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by the waiving Party.

11.5 Severability. If any section, subsection, or provision, or the application of such section, subsection, or provision, of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement, and the obligation of such section, subsection, or provision to persons or circumstances other than those to which it is held invalid, illegal, or unenforceable, shall not be affected by such invalidity, illegality, or unenforceability.

11.6 Assignment and Delegation. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign its rights or delegate its obligations, in whole or in part, without such consent and upon 10 days prior written notice to the other Party, to (a) one or more of its wholly owned subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement

shall inure to the benefit of and be binding upon the Parties to this Agreement, and their respective legal representatives, trustees, successors, and permitted assigns.

11.7 Applicable Law; Attorneys' Fees to Prevailing Party. This Agreement shall be governed in its construction, interpretation, and performance by the laws of the State of Florida and the United States, as applicable, without reference to law pertaining to choice of laws or conflict of laws. In the event of any litigation arising out of or relating to this Agreement or the breach, termination, validity, or enforcement of this Agreement, venue shall be in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, or the Tampa Division of the United States District Court for the Middle District of Florida, as applicable. In the event of any litigation arising out of or relating to this Agreement or the breach, termination, validity, or enforcement of this Agreement, the prevailing Party shall be entitled to recover all costs and reasonable attorneys' fees incurred, including, without limitation, costs and attorneys' fees incurred in any investigations, trials, bankruptcies, and appeals.

11.8 Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or related to this Agreement or to a breach hereof, whether based in contract, tort, or statute, including its interpretation, scope, formation, performance, or termination ("Dispute"), the Parties shall attempt to settle such Dispute by amicable discussions between two senior executives of Lumina and Customer having the specific authority to settle the Dispute within fifteen (15) days after one Party giving notice to the other of existence of the Dispute.

If no settlement is reached by this meeting of the Parties, the Parties shall attempt in good faith to resolve the dispute through mediation in Tampa, Florida, or such other place as the Parties may otherwise agree, with the assistance of a mutually agreeable mediator. Such mediation will take place with ninety (90) days after notice of the Dispute.

If no settlement is reached at mediation, then either Party shall be free to commence litigation pursuant to the terms of this Agreement. The provisions of this Section shall not apply to breaches of Sections 2.2, 2.3, 3.6, 3.7, 3.8, 3.10, 5.1, and 6, for which the non-breaching Party may proceed immediately to seek temporary and/or preliminary injunctive relief.

IN THE EVENT ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL ISSUES OF LAW AND FACT SHALL BE DETERMINED BY THE COURT AND ANY AND ALL RIGHT TO A JURY TRIAL IS HEREBY EXPRESSLY WAIVED BY THE PARTIES.

11.9 Construction. This Agreement shall not be construed more strictly against any Party regardless of who is responsible for its drafting. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular include the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine. The captions of this Agreement are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any of its provisions.

11.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior understandings and agreements between the Parties relating to the subject matter hereof are merged in this Agreement, which alone and completely expresses their understanding. This Agreement may not be altered, amended, or changed except by written instrument signed by and on behalf of each of the Parties. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.